## **Electronically Recorded**

Official Public Records

Tarrant County Texas

2009 Jun 19 02:25 PM Fee: \$ 28.00

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Suzanne Henderson

Electronically Recorded Chesapeake Operating, Inc.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

## 10226820

## CORRECTION OF OIL, GAS AND MINERAL LEASE

Reference is hereby made to that certain Oil, Gas and Mineral Lease ("Subject Lease") by and between the undersigned Daniel Morales and wife, Maria B. Morales, as Lessor, and Dale Resources, L.L.C., 2100 Ross Avenue, Suite 8700, LB-9, Dallas, Texas 75201, as Lessee, recorded in the Real Property Records of Tarrant County, Texas on January 16, 2007, Document No. D207016166. Subject Lease was subsequently assigned to Chesapeake Exploration, L.L.C., successor by merger to Chesapeake Exploration Limited Partnership, so that now all right, title, and interest in the Lease is now owned by Chesapeake Exploration, L.L.C., thereby authorizing Chesapeake Exploration, LLC ("as Assignee") to investigate, explore, prospect, drill, and produce oil and gas (reserving to said Lessor the usual royalties), upon the lands described herein, situated in Tarrant County, Texas.

WHEREAS, the legal description on the Subject Lease mistakenly described the following tract of land:

0.172 acres of land, more or less, being Lot 7, Block 7, out of the Springdale, an addition to the City of Fort Worth, Texas, being more particularly described by metes and bounds in that certain Plat Map recorded in Volume 388-E, Page 183, of the Plat Records, Tarrant County, Texas; and

Whereas, Lessor and Assignee desire to execute this instrument in order to correct the aforementioned mistake;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Assignee do hereby correct and amend the Subject Lease by correcting the legal description thereon as follows:

0.172 acres of land, more or less, being Lot 7, Block 7, out of the Springdale Addition, an addition to the City of Fort Worth, Texas, being more particularly described by metes and bounds in that certain Plat Map recorded in Volume 388-B, Page 183, of the Plat Records, Tarrant County, Texas.

**FURTHERMORE**, the Lessor does hereby grant, demise, lease and let unto Assignee the acreage as described above, as amended, subject to and in accordance with all of the terms and provisions of said Subject Lease.

It is understood and agreed by all parties hereto that in all other respects, said Subject Lease and the prior provisions thereto, shall remain in full force and effect and each of the undersigned does hereby ratify and confirm said Subject Lease as hereby amended.

This Correction of Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

To facilitate execution, this instrument may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of all persons required to bind any party appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

IN WITNESS WHEREOF, this instrument is dated and made effective as of the date of the Subject Lease as set forth above.

Executed this  $\frac{1}{2}$  day of  $\frac{1}{2}$  day of  $\frac{1}{2}$ , 2009, but for all purposes, to be effective as of the 13<sup>th</sup> day of December 2006.

y Out

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LESSOR:

**ASSIGNEE:** 

Chesapeake Exploration, L.L.C., successor by merger to Chesapeake Exploration

Limited Partnership

Bv:

OB

Henry J. Hood, Senior Vice President Land and Legal & General Counsel

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## **ACKNOWLEDGMENTS**

STATE OF TEXAS § \$
COUNTY OF TARRANT §

This	instrument was acknowledged before me on the <u>\Q</u> day of
May	, 2009 by Daniel Morales and wife, Maria B. Morales.

ESTELA RAMIREZ MY COMMISSION EXPIRES OCTOBER 2, 2010

Notary Public, State of Texas Notary's name (printed):

Notary's commission expires:

STATE OF OKLAHOMA §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this 10 day of 2009, by Henry J. Hood, as Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C., and successor by merger to Chesapeake Exploration Limited Partners, on behalf of said limited liability company.

Given under my hand and seal the day and year last above written.

Record & Return to: Chesapeake Operating, Inc. P.O. Box 18496 Oklahoma City, OK 73154 Notary Public, State of Oklahoma Notary's name (printed):

Notary's commission expires:

PLEASE RETURN TO: Jackie Ward, Curative Attorney Dale Property Services, L.L.C. 3000 Altamesa Blvd., Suite 300 Fort Worth, TX 76133